

EXHIBIT “A”

JUDGE STEIN

07 CIV 8496

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

MARTIN LANE HISTORIC
AMERICANA

205 West Houston Street
New York, New York 10014,

Plaintiff,

vs.

WILLIAM EBY,
3481 Augusta Drive
Ijamsville, Maryland 21754-9040,

Defendant.

Civil Action No.

JURY TRIAL DEMANDED

U.S. DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
CASHIERS

COMPLAINT

COMES NOW, Plaintiff Martin Lane Historic Americana ("MLHA"), by and through undersigned counsel, and for its Complaint against Defendant William Eby ("Mr. Eby") alleges as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over these claims pursuant to 28 U.S.C. § 1332 as the amount in controversy far exceeds \$75,000, exclusive of interest and costs, and is between citizens of different States.
2. Venue is proper in this district pursuant to 28 U.S.C. § 1391 as a substantial part of the events or omissions giving rise to these claims occurred in this district.

II. THE PARTIES

3. Plaintiff Martin Lane Historic Americana ("MLHA") is a New York corporation engaged in the collection and resale of rare antique firearms and other collectible artifacts doing business at its gallery located at 205 West Houston Street, New York, New York 10014.

Martin Lane ("Mr. Lane") is the owner and proprietor of MLHA.

4. Defendant William Eby ("Mr. Eby") is an adult individual residing at 3481 Augusta Drive, Ijamsville, Maryland 21754-9040.

III. FACTS

5. On or about January 14, 2000, Mr. Eby appeared at MLHA's New York gallery and removed certain valuable artifacts and firearms from the premises. Payment for such items was never made despite promises to the contrary.
6. At the present time, the fair market value of the items removed exceeds \$200,000.
7. At the time of removal, Mr. Eby promised Mr. Lane that MLHA would be paid for all of the items he removed by a third-party on behalf of Mr. Eby.
8. Mr. Eby and Mr. Lane agreed to the value that MLHA would be paid for the artifacts and firearms. (A true and correct copy of a list of the parties agreed upon values for the items is "Exhibit A" hereto.)
9. In reliance upon Mr. Eby's promises and representations regarding payment for the items being tendered by a third-party on Mr. Eby's behalf, Mr. Lane allowed Mr. Eby to remove the items listed in Exhibit "A" from MLHA's gallery.
10. To date, neither Mr. Eby nor the third-party has tendered payment for the items removed from MLHA's New York gallery.
11. MLHA has made repeated requests both orally and in writing for return of these items.
12. As recently as May 16, 2007, Mr. Lane, through counsel, has made written demand for return of these items but the items have still not been returned.
13. Mr. Eby's continued possession of these items despite his knowing that they were never paid for is unlawful and adverse to MLHA's right title and interest in the improperly

retained items.

**COUNT I
(REPLEVIN)**

14. Plaintiff incorporates all prior paragraphs as if the same were set forth at length herein.

15. MLHA's possessory right to the aforementioned items is superior to that of Mr. Eby as they were never paid for as promised. MLHA is entitled to immediate possession of those items. *Jamison Business Sys. 's, Inc. v. Unique Software Support Corp.*, No. CV 02-4887 (ETB), 2005 WL 1262095, at *14 (E.D.N.Y. May 26, 2005).

16. MLHA has made repeated demand for return of the items but Mr. Eby continues to refuse to return the items despite MLHA's superior rights. *Id.*

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant for an amount in excess of \$200,000 plus any such other relief this Court deems equitable and just.

**COUNT II
(UNJUST ENRICHMENT)**

17. Plaintiff incorporates all prior paragraphs as if the same were set forth at length herein.

18. By continuing to retain the items that belong to Plaintiff and to which Plaintiff has a superior possessory right, Defendant is being enriched at Plaintiff's expense.

19. Equity and good conscience militate against permitting Defendant to retain the items that are unlawfully in his possession as MLHA was never paid as previously agreed.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant for an amount in excess of \$200,000 plus any such other relief this Court deems equitable and just.

**COUNT III
(BREACH OF CONTRACT)**

20. Plaintiff incorporates all prior paragraphs as if the same were set forth at length herein.

21. On January 14, 2000 when Defendant visited MLHA's gallery the parties reached an agreement as to the amount Defendant's agent would pay Plaintiff for the items at issue.

22. Defendant is in breach of this agreement as he has failed to cause the payment to be made to Plaintiff.

23. As a direct and proximate result of Defendant's breach, Plaintiff has sustained damages in excess of \$200,000.

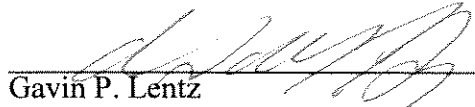
WHEREFORE, Plaintiff demands judgment in its favor and against Defendant for an amount in excess of \$200,000 plus any such other relief this Court deems equitable and just.

JURY DEMAND

Plaintiff demands a trial by jury on all claims to which it is so entitled.

Respectfully submitted,

Dated: September 26, 2007.


Gavin P. Lentz

Gavin P. Lentz, Esq.
Todd S. McGarvey, Esq.
BOCHETTO & LENTZ, P.C.
1524 Locust Street
Philadelphia, PA 19102
(215) 735-3900
(215) 735-2455 (fax)
glentz@bochettoandlentz.com
tmcgarvey@bochettoandlentz.com

Inner - 21,500 WTE

PKT 10,500 WTE

49-6" 16,500 WTE

49 5" 13,500 WTE

49 4" 11,500 WTE

Com 6,800 WTE

60 filter 8250 WTE

Apr 1. 7.5K 5,000 WTE

Feb Jan + 17.5K 93,750

Jan + 5.5K 24,000 30

Inner 39

2 pul 39

May 30. 39

439

49 - - 60602 - 5,000

1860 filter 3572 8250

9400
1

[Signature]



Total value \$103,000

1 Box of Winchester Ext. (44)

1 Pennacker American Flint Rifle
with Silver inlay

1 Cassel pair of Belgian Smith pistols
in Sequential Number

1 Frank Elliot Bowie Knife

1 Powder horn

W) 2 Hermit Roosevelt's Rifle
Bolt Action Springfield Armory Rifle

W) 1 Single Action Colt ——— Well's Fargo

1 Richards Conversion 44 Caliber Revolver.
12 notch Jd. 7500 - (5,200)

1 Buffalo Bill & Sitting Bull photograph mounted

1 Colt Art Model 132637 - (5,500)
10,000 Jd.

1 Colt Single Action Nickel plated No. 18162
12,500 Jd. 7,500

Colt Army 44 experimental ivory grips, engraved
No. 14522. 12 90

Jd. 12 90
William T. Day 1/14/00

EXHIBIT “B”

BOCHETTO & LENTZ

A PROFESSIONAL CORPORATION

GEORGE BOCHETTO†*
GAVIN P. LENTZ*
JEFFREY W. OGREN*
STEPHEN E. SKOVRON*
DAVID P. HEIM*
VINCENT van LAAR*
SCOTT P. SIGMAN*
TODD S. McGARVEY*

DAVID J. PERLMAN*
OF COUNSEL

CORA J. O'DONNELL, J.D.
TRICIA DESMARAIS
RYAN CORCORAN
LYNNE T. NUCCI, CEBS
MARIA TROUT
PARALEGALS

PRACTICE DEDICATED TO LITIGATION MATTERS

ATTORNEYS AT LAW
1524 LOCUST STREET
PHILADELPHIA, PA 19102

TELEPHONE: (215) 735-3900
TELECOPIER: (215) 735-2455

FIRM WEB SITE:
bochettoandlentz.com

NEW JERSEY OFFICE

1230 BRACE ROAD
CHERRY HILL, NEW JERSEY 08034
TELEPHONE NUMBERS:
(856) 722-9595
(856) 427-0631
TELECOPIER: (856) 722-5511

* ALSO ADMITTED TO NEW JERSEY BAR
† ALSO ADMITTED TO NEW YORK BAR
* ALSO ADMITTED TO D.C. BAR

May 16, 2007

Via Overnight Mail

William Eby
3481 Augusta Drive
Ijamsville, MD 21754-9040

Re: Return of Items

Dear Mr. Eby:

I represent Martin Lane. We hereby make a demand for the return of all "trade items" you removed from his gallery without payment. (Attached hereto is a list of those items). We are making this demand under New York law, because no payment was ever tendered to Mr. Lane's gallery for these items despite promises to the contrary. Hence, these are unlawfully in your possession and must be returned.

Pursuant to *Jackson Inc. v. ABC Corp.* 745 82nd 322 (2001); *Rogers v. Conde*, 67 App.Div. 130, 74 N.Y.S. 390 [1901] and *Guggenheim Found v. Lubell*, 153 A.D.2d 143, 145, 550 N.Y.S.2d 618 [1990], *affd.* 77 N.Y.2d 311, 567 N.Y.S.2d 623, 569 N.E.2d 426 [1991], my client is entitled to the return of these items due to non-payment and the absence of a bill of sale establishing title. This constitutes our formal demand that you return these items. If you fail to forward a letter stating your agreement that you will return these items, we will institute replevin action in the District Court of New York. The suit will seek a return of the items which were never paid for as well as counsel fees.

We need to receive your response to this letter within 14 days from the date of this letter or we shall proceed to prepare the Federal Court lawsuit.

BOCHETTO & LENTZ, P.C.

William Eby
May 16, 2007
Page 2

Thank you for your attention to this matter.

Very truly yours,

BOCHETTO & LENTZ, P.C.

A handwritten signature in cursive script, appearing to read "Gavin P. Lentz", written over a horizontal line.

Gavin P. Lentz, Esquire

GPL/jr
Encl.

EXHIBIT “C”

EXHIBIT 'A'

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
MARTIN LANE HISTORIC AMERICANA,

Plaintiff,

-against-

WILLIAM EBY,

Defendant.

-----X
STATE OF MARYLAND)

) SS:
COUNTY OF FREDERICK)

I, WILLIAM EBY, being duly sworn, depose and say:

1. I am the Defendant in the above-captioned action. As such, I am fully familiar with the facts and circumstances heretofore had herein.

2. This Affidavit is respectfully submitted in support of the within motion seeking an Order pursuant to Rule 12(b)(6) and Rule 11 of the Federal Rules of Civil Procedure dismissing the Plaintiff's Complaint, imposing sanctions on the Plaintiff and his attorney and for such other and further relief as this court deems just and proper.

3. The pertinent facts of this case are as follows: On December 28, 1997, I entered into a consignment agreement with Larry Wilson (hereinafter "Wilson"), a dealer in antique firearms. Pursuant to said agreement, a copy of which is annexed hereto as Exhibit "A," Wilson was to sell a Colt Texas or Holster Model Paterson revolver, belonging to myself, for an agreed upon price of five-hundred thousand (\$500,000.00) dollars.

4. Wilson did successfully procure the sale of my Colt firearm for a price of five-hundred thousand (\$500,000.00) dollars. However, as of November 23, 1999, one-hundred ninety-two thousand (\$192,000.00) dollars of the purchase price had still not been remitted to

Case No.:07-CV-8496

HON. JUDGE STEIN

AFFIDAVIT OF
WILLIAM EBY

me. Accordingly, I filed a lawsuit against Wilson in the United States District Court, District of Connecticut, to recover the outstanding balance and obtained a judgment for the sum demanded.

5. In late December of 1999, Mr. Wilson offered to satisfy the judgment by providing me with an assortment of antique firearms, which were located at the Plaintiff, Martin Lane's (hereinafter "Lane") New York City gallery.

6. Thereafter, on the morning of January 14, 2000, both Wilson and I drove to Lane's New York gallery, where the three of us earmarked a collection of firearms, a written inventory of which is annexed hereto as Exhibit "B". At this meeting, Wilson and Lane gave me the items listed in Exhibit "B" and executed a signed agreement, a copy of which is annexed hereto as Exhibit "C," wherein all parties acknowledged that ownership of the aforementioned inventory of firearms was being transferred to me in satisfaction of a judgment and debt due and owing. It is these firearms that are the subject matter of the current litigation.

8. Subsequently, on March 31, 2000, Lane again acknowledged me as being the owner of the subject firearms when he executed a consignment agreement, a copy of which is annexed hereto as Exhibit "D," in an attempt to sell some of the items listed in Exhibit "B" on my behalf. Unable to secure a buyer, on July 27, 2007, Lane returned the consigned firearms to me. It is important to note that the firearms listed in the January 14, 2000 inventory are some of the same firearms listed in Exhibit "D," the consignment agreement.

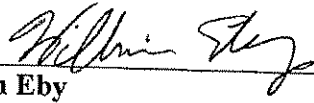
9. The Plaintiff's Complaint, a copy of which is annexed hereto as Exhibit "E", alleges, breach of contract and unjust enrichment and seeks replevin of the collection of firearms, ownership of which was transferred to me on January 14, 2000.

10. As more fully discussed in the accompanying Memorandum of Law, Plaintiff's Complaint must be dismissed in its entirety on grounds that all claims asserted therein are barred

by the applicable statutes of limitations, and Plaintiff cannot otherwise prove any facts in support of his claims such that would entitle him to relief.


11. Also, as more fully discussed in the accompanying Memorandum of Law, Plaintiff's claims are frivolous and exemplify the type of dishonest business transactions in which the Plaintiff has been involved in the past. See article annexed hereto as Exhibit "F".

WHEREFORE, it is respectfully requested that this Court grant the within application in its entirety, and dismiss the Plaintiff's Complaint against the Defendant, William Eby, with prejudice, and for such other and further relief as this Court deems just and proper.



William Eby

Sworn to before me this
16 day of Nov, 2007



Notary Public
My Commission Expires
8-15-2011

R.L. Wilson

Castle View
103-4 Ferry Road, Route 148
Hadlyme, Connecticut 06439
Tel: (860) 526-9297
Fax: (860) 526-9514

Telegraph Hill Tower
1730 Kearny Street, G-1
San Francisco, California 94133
Tel: (415) 835-5999 Fax: 5998

Historical Consultant
Colt's Manufacturing Co., Hartford
and to
'The Art of American Arms'
and
'Buffalo Bill's Wild West'
Museum Loan Exhibitions
'Son of a Gun' - BBC-TV
'Colt Firearms Legends' - SONY
'The Guns That Tamed the West' - A & E
'The Story of the Gun' - A & E
'The Gun Industry in America' - BBC-TV/Open University
'Buffalo Bill's Wild West' - Riva Productions
Chairman, Antique Arms Committee
U.S. Society of Arms and Armour/America Remembers
The Guns of Manhattan (1999)

Samuel Colt Presents
The Arms Collection of Colonel Colt
L.D. Nimschke Firearms Engraver
The Evolution of the Colt
The Rampant Colt
Colt Commemorative Firearms
Theodore Roosevelt Outdoorsman
The Book of Colt Firearms
The Book of Winchester Engraving
Antique Arms Annual
Colt Pistols (with R.E. Hable)
Paterson Colt Pistol Variations (with P.R. Phillips)
The Colt Heritage
The "Russian" Colts
Colt Engraving
Rare and Historic Firearms (Christie's)
Winchester 1 of 1000
Colt's Dates of Manufacture
The Deringer in America, 2 Volumes (with L.D. Eberhart)
Colt An American Legend
Rare Firearms - A Benefit Auction (Christie's)
Winchester An American Legend
The Peacemakers
Steel Canvas
Ruger & His Guns
The Colt Engraving Book
The Official Price Guide to Gun Collecting

From Connecticut address

December 28th 1997

Wm. T. Eby
7506 Hopkins Avenue
College Park, Maryland 20740
(301) 927-2181

Dear Mr. Eby:

This document is a receipt for the following item, left on consignment from yourself to me this date, for a period of up to approximately 120 days, on the basis as spelled out below:

Colt Texas or Holster Model Paterson revolver, serial no. 141, with 9-inch barrel (with customary *Colts Pt. Patent Arms Mfg. Co., Paterson, N.J.* barrel address marking and German silver band inlays, as also on recoil shield; oval escutcheon motif inlaid on backstrap; stagecoach holdup scene on roll-engraved cylinder); in overall excellent condition, blued, with case-hardened hammer and varnished select walnut grips; with

accessories of a mahogany case (lined in brown velvet; breakage to lock and missing brass and steel lock mechanism), combination powder and ball flask (marked with inscription legend as on revolver barrel, around center band, and with serial no. 16), combination screwdriver/nipplewrench/loading lever/nipple pricker, walnut-handled bullet mold, cleaning rod with turned walnut handle, extra cylinder (square-backed, and marked with serial no. 110, and with roll-engraved cylinder scene), Paterson capper (large size for revolving rifle, marked no. 40), and nipple wrench (with faceted wooden handle, made for engaging Paterson four-pronged nipples), and extra Paterson-style trigger (marked no. 391).

Consigned for sale at 13% commission to seller from gross sale price; minimum gross price of \$500,000, of which approx. ~~\$150,000~~ to ~~\$200,000~~ value to be trade of a Texas or Holster Model Paterson revolver in very good condition (7 1/2-inch barrel, with visible cylinder scene). It is understood that a better price than the above would warrant a better commission figure. The decision to sell at the final price is at the discretion of the seller.

R.L. Wilson

[Signature]
Dec 28. 1997

N.B.
WAS amended
to 150,000

EXHIBIT 'B'

- 1 Box of Winchester Cart. (44)
- 1 Pennacker American Flint Rifle
with Silver inlay
- 1 Cassel pair of Belgian Smith pistols
in sequential number
- 1 Frank Elliot Bowie Knife
- 1 Powder horn

(W) 1 Hermit Roosevelt's Rifle
Bolt Action Springfield Armory Rifle

(RW) Single Action Colt ——— Well's Fargo !!
NEW NUMBERS !!
1 ✓ Richards Conversion 44 Caliber Revolver
12 notch JD 7500 - (5,200) - 6

1 Buffalo Bill & Sitting Bull photograph mounted

1 ✓ Colt Art Model 132637 - (5,500) ML 000283

1 ✓ Colt Single Action Nickel plate No. 18162
(12,500) JD 7,500

1 ✓ Colt Army 44 experimental ivory grips, engraved
No. 44721

(25,000) JD 12,900
1 ✓ William T. Day 1/14/00

Inner - 21,500 WTE

(3)

PKT 10,500 WTE

49-6" 16,500 WTE

49 5" 13,500 WTE

49 4" 11,500 WTE

Com 6,800 WTE

60 plates 8,250 WTE

49-1, 99 75K 5,000 WTE

Feb. 2000 + 17.5K 93,750

Mar. + 55K 24,000 30

Apr. 39

May 39

May 30, 2000 39

39

49- - 60602 - 5,000

1860 plates 3572 8,250

???

New Numbers

EXHIBIT 'C'

1/15/2008

This
Receipt in consideration of
goods (antique furniture) and other
valuables William Ely has received
from a Mr. Martin Lewis of the Larry Wilson
hardly promises to apply towards
monies owed.

Signed William T. Ely

Perishon

William



EXHIBIT 'D'



Martin J. Lane
 100 WEST HOUSTON STREET

on Consignment from
 Mr Bill Eby 3.31.2000

- ① Letter on 1860 Army Metallic Cart.
 Inground w/ Factory Ivory's
 SN # 114721. Colt.
 No Commission on Sale
 (120 days Open Consignment)
 \$ ~~10,000.00~~ 25,000.00
- ② Cased Pair 1855 Nickel Plated
 #1 Smith + Wesson Army's
 120 day Consignment -
 \$ 10,000.00

Taken on Buy Month Case
 3-31-2000 Month Case

Returned to
 MR. EBY
 7.27.2000
 in person

[Signature] 7/27/00

ML 000281

EXHIBIT "E"

JUDICIAL
U.S. District Court
Southern District of New York
Summons in a Civil Action

UNITED STATES DISTRICT COURT

Southern
District of
Martin Lane Historio Americana

District of
New York

V.

SUMMONS IN A CIVIL ACTION

William Eby

CASE NUMBER:

07 CIV 8496

TO: (Name and address of Defendant)

William Eby
3481 Augusta Drive
Ijamsville, MD 21754-9040

YOU ARE HEREBY SUMMONED and required to serve on PLAINTIFF'S ATTORNEY (name and address)

Gavin P. Lentz, Esquire
BOCHETTO & LENTZ, P.C.
1524 Locust Street
Philadelphia, PA 19102

an answer to the complaint which is served on you with this summons within 20 days after service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

J. MICHAEL McMAHON

CLERK

By: [Signature]
DEPUTY CLERK

OCT 01 2007

DATE

US 44C/SDNY
REV. 12/2005**JUDGE STEIN**

CIVIL COVER SHEET

07 CIV 8496

Read the instructions on the information contained herein and use it to replace or supplement the filing and service of pleadings or other papers as required by law, except as provided in local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for use of the Clerk of Court for the purpose of initiating the civil docket sheet.

PLAINTIFFS

Martin Lane Historic Americans
205 West Houston Street
New York, NY 10014

DEFENDANTS

William Eby
3451 Augusta Drive
Jannville, MD 21754-9040

ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

Gavin P. Lentz, Esquire
1524 Locust Street, Philadelphia, PA 19102

ATTORNEYS (IF KNOWN)

CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE)

DIVERSITY OF CITIZENSHIP**28 U.S.C. § 1332**Has this or a similar case been previously filed in SDNY at any time? No ☒ Yes ☐

Judge Previously Assigned

If yes, was this case Vol. ☐ Invol. ☐ Dismissed. No ☐ Yes ☐ If yes, give date

(PLACE AN [X] IN ONE BOX ONLY)

NATURE OF SUIT

& Case No.

OCT 01 2007

CONTRACT

- ☐ 110 INSURANCE
- ☐ 120 MARINE
- ☐ 130 MILLER ACT
- ☐ 140 NEGOTIABLE INSTRUMENT
- ☐ 150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT
- ☐ 155 MEDICARE ACT
- ☐ 162 RECOVERY OF DEFAULTED STUDENT LOANS (EXCL VETERANS)
- ☐ 163 RECOVERY OF OVERPAYMENT OF VETERANS BENEFITS
- ☒ 160 STOCKHOLDERS SUITS
- ☐ 165 OTHER CONTRACT
- ☐ 165 CONTRACT PRODUCT LIABILITY
- ☐ 166 FRANCHISE

PERSONAL INJURY

- ☐ 1310 AIRPLANE
- ☐ 1315 AIRPLANE PRODUCT LIABILITY
- ☐ 1320 ASSAULT, LIBEL & SLANDER
- ☐ 1330 FEDERAL EMPLOYERS' LIABILITY
- ☐ 1340 MARINE
- ☐ 1345 MARINE PRODUCT LIABILITY
- ☐ 1350 MOTOR VEHICLE
- ☐ 1355 MOTOR VEHICLE PRODUCT LIABILITY
- ☐ 1360 OTHER PERSONAL INJURY

TORTS

PERSONAL INJURY

- ☐ 1362 PERSONAL INJURY - MED MALPRACTICE
- ☐ 1365 PERSONAL INJURY - PRODUCT LIABILITY
- ☐ 1368 ASBESTOS PERSONAL INJURY PRODUCT LIABILITY

PERSONAL PROPERTY

- ☐ 1370 OTHER FRAUD
- ☐ 1371 TRUTH IN LENDING
- ☐ 1380 OTHER PERSONAL PROPERTY DAMAGE
- ☐ 1385 PROPERTY DAMAGE PRODUCT LIABILITY

FORFEIT/REPENALTY

- ☐ 1810 AGRICULTURE
- ☐ 1820 DOD & DRUG
- ☐ 1825 RJG RELATED
- ☐ 1830 EIZURE OF PROPERTY
- ☐ 1835 USG 501
- ☐ 1840 QUOR LAWS
- ☐ 1845 F & S TRUCK
- ☐ 1850 AIRLINE REGS
- ☐ 1855 OCCUPATIONAL SAFETY/HEALTH
- ☐ 1860 OTHER

LABOR

- ☐ 1710 FJR LABOR
- ☐ 1720 STANDARDS ACT
- ☐ 1730 L. BORMGM
- ☐ 1735 L. BORMGM
- ☐ 1740 R. PORTING & CLOSURE ACT
- ☐ 1745 R. ALWAY LABOR ACT
- ☐ 1750 C. HER LABOR
- ☐ 1755 L. TIGATION
- ☐ 1760 E. PL. RET. INC.
- ☐ 1765 G. CURITY ACT

ACTIONS UNDER STATUTES

BANKRUPTCY

- ☐ 1422 APPEAL
- ☐ 28 USC 158
- ☐ 1423 WITHDRAWAL
- ☐ 28 USC 157

PROPERTY RIGHTS

- ☐ 1420 COPYRIGHTS
- ☐ 1425 PATENT
- ☐ 1430 TRADEMARK

SOCIAL SECURITY

- ☐ 1861 AIA (1955FF)
- ☐ 1862 BLACK LUNG (923)
- ☐ 1863 DIWC (405(g))
- ☐ 1864 DIWC (405(g))
- ☐ 1865 DIWC (405(g))
- ☐ 1866 DIWC (405(g))

FEDERAL TAX SUITS

- ☐ 1875 TAXES
- ☐ 1876 IRS-THIRD PARTY
- ☐ 28 USC 7809

OTHER STATES

- ☐ 1400 STATE REAPPORTIONMENT
- ☐ 1410 ANTI TRUST
- ☐ 1420 BANKS & BANKING
- ☐ 1430 COMMERCE/ACC
- ☐ 1440 RATES/ETC
- ☐ 1450 DEPORTATION
- ☐ 1460 RACKETEER INFLUENCED & CORRUPT ORGANIZATION ACT (RICO)
- ☐ 1470 CONSUMER CREDIT
- ☐ 1480 CABLE/SATELLITE TV
- ☐ 1490 SELECTIVE SERVICE
- ☐ 1500 SECURITIES/EXCHANGE
- ☐ 1510 CUSTOMER CHALLENGE
- ☐ 1520 12 USC 3410
- ☐ 1530 AGRICULTURE ACTS
- ☐ 1540 ECONOMIC STABILIZATION ACT
- ☐ 1550 ENVIRONMENTAL MATTERS
- ☐ 1560 ENERGY
- ☐ 1570 ALLOCATION ACT
- ☐ 1580 FREEDOM OF INFORMATION ACT
- ☐ 1590 APPEAL OF FEE DETERMINATION UNDER EQUAL ACCESS TO JUSTICE
- ☐ 1600 CONSTITUTIONALITY OF STATE STATUTES
- ☐ 1610 OTHER STATUTORY ACTIONS

REAL PROPERTY

- ☐ 1210 LAND CONDEMNATION
- ☐ 1220 FORECLOSURE
- ☐ 1230 RENT LEASE & EJECTMENT
- ☐ 1240 TORTS TO LAND
- ☐ 1245 TORT PRODUCT LIABILITY
- ☐ 1250 ALL OTHER REAL PROPERTY

ACTIONS UNDER STATUTES

CIVIL RIGHTS

- ☐ 1441 VOTING
- ☐ 1442 EMPLOYMENT
- ☐ 1443 HOUSING
- ☐ 1444 ACCOMMODATIONS
- ☐ 1445 WELFARE
- ☐ 1446 AMERICANS WITH DISABILITIES
- ☐ 1447 EMPLOYMENT
- ☐ 1448 AMERICANS WITH DISABILITIES - OTHER
- ☐ 1449 OTHER CIVIL RIGHTS

PRISONER PETITIONS

- ☐ 1610 MOTIONS TO VACATE SENTENCE
- ☐ 28 USC 2255
- ☐ 1620 HABEAS CORPUS
- ☐ 1630 DEATH PENALTY
- ☐ 1640 MANDAMUS & OTHER
- ☐ 1650 CIVIL RIGHTS
- ☐ 1660 PRISON CONDITION

Check if demanded in complaint:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$200,000 IN excess of OTHER

Check YES only if demanded in complaint
JURY DEMAND: ☒ YES ☐ NO

DO YOU CLAIM THIS CASE IS RELATED TO A CIVIL CASE NOW PENDING IN S.D.N.Y.? IF SO, STATE:

JUDGE

DOCKET NUMBER

NOTE: Please submit at the time of filing an explanation of why cases are deemed related.

(SEE REVERSE)

JUDGE STEIN

THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

07-CV-8496

**MARTIN LANE HISTORIC
AMERICANA**

205 West Houston Street
New York, New York 10014,

Plaintiff,

vs.

WILLIAM EBY,
3481 Augusta Drive
Hjamsville, Maryland 21754-9040,

Defendant.

Civil Action No.

JURY TRIAL DEMANDED

U.S.D. DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
CASHIERS

COMPLAINT

COMES NOW, Plaintiff Martin Lane Historic Americana ("MLHA"), by and through undersigned counsel, and for its Complaint against Defendant William Eby ("Mr. Eby") alleges as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over these claims pursuant to 28 U.S.C. § 1332 as the amount in controversy far exceeds \$75,000, exclusive of interest and costs, and is between citizens of different States.
2. Venue is proper in this district pursuant to 28 U.S.C. § 1391 as a substantial part of the events or omissions giving rise to these claims occurred in this district.

II. THE PARTIES

3. Plaintiff Martin Lane Historic Americana ("MLHA") is a New York corporation engaged in the collection and resale of rare antique firearms and other collectible artifacts doing business at its gallery located at 205 West Houston Street, New York, New York 10014.

retained items.

**COUNT I
(REPLEVIN)**

14. Plaintiff incorporates all prior paragraphs as if the same were set forth at length herein.

15. MLHA's possessory right to the aforementioned items is superior to that of Mr. Eby as they were never paid for as promised. MLHA is entitled to immediate possession of those items. *Jamison Business Sys. 's, Inc. v. Unique Software Support Corp.*, No. CV 02-4887 (ETB), 2005 WL 1262095, at *14 (E.D.N.Y. May 26, 2005).

16. MLHA has made repeated demand for return of the items but Mr. Eby continues to refuse to return the items despite MLHA's superior rights. *Id.*

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant for an amount in excess of \$200,000 plus any such other relief this Court deems equitable and just.

**COUNT II
(UNJUST ENRICHMENT)**

17. Plaintiff incorporates all prior paragraphs as if the same were set forth at length herein.

18. By continuing to retain the items that belong to Plaintiff and to which Plaintiff has a superior possessory right, Defendant is being enriched at Plaintiff's expense.

19. Equity and good conscience militate against permitting Defendant to retain the items that are unlawfully in his possession as MLHA was never paid as previously agreed.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant for an amount in excess of \$200,000 plus any such other relief this Court deems equitable and just.

Amer. - 21,500 WTS
 PKT 10,500 WTS
 49-6" 16,500 WTS
 49 5" 13,500 WTS
 49 4" 11,500 WTS
 Com 6,800 WTS
 60 flut 8,250 WTS
 Apr 1. 11 7.5K 5,000 WTS
 Feb Jan 17.5K 93, 950
 Feb 5.9K 24,000 30
 Mar 30
 April 30
 May 30 30
 49 -- 60602 - 5,000
 1860 fluter 3572 8,250

9400
 1

K



EXHIBIT "F"

The Orange Savings Account
ING DIRECT
Save Your Money
Open Now

4.20% APY No Fees. No Minimums.
Member FDIC

Forbes
U.S. EUROPE ASIA

Search: **Forbes.com** Quotes Video Web Blogs Advanced

HOME PAGE FOR THE WORLD'S BUSINESS LEADERS

Free Trial Issue

ENTREPRENEURS

- Raise Capital
- Market Your Business
- Harness Technology

HOME BUSINESS TECH MARKETS ENTREPRENEURS LEADERSHIP PERSONAL FINANCE FORBESLIFE LISTS OP
Video Blogs E-mail Newsletters Org Chart Wiki People Tracker Portfolio Tracker Special Reports Widgets CEO Network

E-mail | Print | Comments | Request Reprints | E-Mail Newsletters | My Yahoo! | RSS

The 2007 Collectors Guide

Smoking Gun

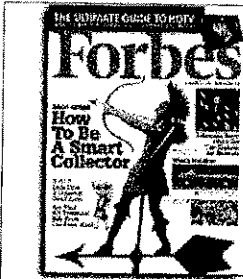
David Armstrong 12.25.06



The king of the antique firearms business, Larry Wilson, sits in prison. Is he a con artist—or did he just shoot himself in the foot?

To his defenders, Robert L. (Larry) Wilson is the most prominent expert in collectible antique firearms, a scholar who pops up in the middle of almost every major transaction in the gun trade. "He's the king," says his friend, sometime business partner and New York antique dealer Martin Lane. "His research single-handedly made this hobby what it is. This stuff wouldn't be worth nearly what it is if it weren't for Wilson."

To his detractors Wilson is a con man, snookering the collecting elite and part-time hobbyist alike, artificially pumping up the value of old guns and working with a network of conniving dealers who profit off the inflated values. Sometimes, his accusers say, he simply steals guns outright. "At best, he's been abusive of his position; at worst, a total crook," says Jim Gordon, who serves on the board of the Buffalo Bill Historical Center in Cody, Wyo.



Hot Spots

The Artful Billionaire

Hey That's Mine

Patently Obvious

Complete Contents

By This Author



David Armstrong

Booked Up

From Player to Creator,
Online

More Headlines

RSS News Feed

Whatever the case, Wilson, 67, sits in a federal penitentiary in Lompoc, Calif. He is serving a 12-month-and-one-day sentence after pleading guilty last year to cheating a California seller out of a \$500,000 1840 Colt Paterson revolver that once belonged to the son of French King Louis-Philippe. He'll be released three days after Christmas; in March he will head to a juried trial in Louisville, Ky. to face criminal charges in a separate case, where he could get an additional 11 years. In an eight-page letter from prison, Wilson says he's innocent of all new charges, the victim

of an overzealous attorney, jealous dealers and "wannabe" scholars who

News by E-mail
Get stories by E-Mail on
this topic FREE

Companies

☐ Wells Fargo

Become a member FREE
Already a Member? Log
In

Enter Username

Enter E-Mail Address

Select Your Title

Receive Special
Offers? ☒

FAQ | Privacy Policy
Terms, Conditions and
Notices

Also available:

E-Mail Newsletters

Find Free Wi-Fi Hotspots

A little
knowledge
is a
powerful thing

Alerts:

Be notified about
payment due dates &
low balances so you
help prevent fees.

Know More Now

Bank of America

Bank of America
Bank of America

Magazine Archives

Looking for a **Forbes**
magazine article?

Search here.

magazine archives
powered by

mywir

Search

Trading Center

resent his success and influence in the gun trade. "After my unprecedented contributions to the study of arms, to arms collecting," he writes, "my treatment ... is disgraceful."

Indeed, Wilson has had both success and influence. For more than four decades he has written more extensively about historical firearms in the U.S. than anyone else, producing 42 books, including the definitive history of Colt firearms and an exhaustive guide to Colt serial numbers and manufacturing dates, the bible for dealers and collectors. He's written many catalog essays and articles, has sat on the boards of the nation's major antique gun museums—and has been kicked off at least one. He has also been the go-to guy in documentaries on gun history for the Discovery, A&E and History channels. For collectors his acknowledgment of a gun's provenance and value was widely considered the last word. "For years I was educated by Larry. He knew everyone, all over the world," says New York financier Donald Zilkha, who bought Colt's Manufacturing Co. in 1994.

The son and grandson of Presbyterian ministers from Minnesota, Wilson developed a passion for antique guns matched only by a carefully cultivated image of the gentleman adventurer. His Hadlyme, Conn. home was filled with curiosities: a full-size replica **Wells Fargo** (nyse: WFC - news - people) stagecoach in the middle of the living room, an 1893 roulette table and built-in vaults that held his own collection of rare firearms, and a vast trove of books. A stuffed boar and lion inhabited the place, along with hyena and baboon skulls, trophies from the nine expeditions Wilson made to Africa, accompanied by the likes of former Treasury Secretary William Simon and wealthy art dealer Alec Wildenstein. Wilson regularly attended, and participated in, the Mille Miglia, once driving a rare 1947 Cisitalia in the annual recreation of the famed Italian cross-country race from Brescia to Rome. "He was trapped in a society that he tried to keep up with, the world of the rich and famous, and he couldn't do it," says John Malloy, a collector who has known Wilson for at least 30 years.

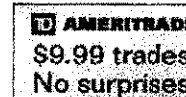
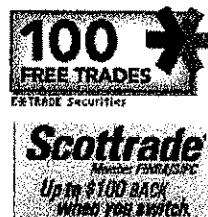
To many who know him, Wilson is no crook, just a befuddled scholar—a freelance appraiser and author with little business acumen who got in over his head financially even as gun owners, relying on his expertise and connections, trusted him to act as a middleman in their deals. They say Wilson never really recovered after sinking as much as \$500,000 into *In the Blood*, a feature-length movie in 1989, shot in Africa, re-creating Theodore Roosevelt's 1909–10 hunting expedition. Directed by *Pumping Iron* auteur George Butler, the film got good reviews—but no audience.

The deal that landed him in jail is vintage Wilson. In 1999 the owner of the Colt Paterson, a gun that once belonged to the Duke of Orléans, entrusted Wilson to find a buyer, for \$500,000 in cash. Soon after, Wilson sold the gun through Lane to another collector for \$250,000 and a handful of lesser-valued guns but repeatedly told the seller that he needed more time to close the deal, according to a lawsuit filed by Antiques & Arts Trading Consultants, the seller. The suit claims Wilson used the money to repay debts he owed Lane and others—including William Eby, with whom Wilson also had an earlier agreement to sell a different \$500,000 Colt pistol—and to fund Wilson's "extravagant lifestyle." Wilson declared bankruptcy in January 2001. The seller later won a nondischargeable \$750,000 claim against Wilson, the sum of what's due with interest and other fees, though it has received only \$50,000.

Last year, Wilson says, the lawyers hounding him for the money got the U.S. district attorney in Connecticut involved, and Wilson—believing he wouldn't serve any time in jail, say people close to him—pleaded guilty to one count of wire fraud in connection with the case. In his letter Wilson admits there is "partial payment due" on the deal but says the federal case was pushed by the seller's lawyer in an attempt to use the federal government "as their bill collector."

In the wake of his bankruptcy Wilson's Connecticut home was auctioned off for \$1 million. Other gun sellers turned up with similar stories about being stiffed—with more than \$800,000 owed to Lane for previous deals;

Brought to you by the sponsor



ForbesAutos.com



CEO Book Club

BOOK REVIEW
Robert Lenzner



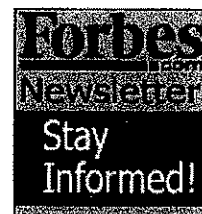
BOOK REVIEW
It's Value Time
Robert Lenzner
With the Dow over 12,000, value invest back. *The Little Book of Value Investing* shows you how to take advantage.

Search Books

Title

Advanced Search

New & Notable



\$250,000 to auction house Bonhams & Butterfields; \$400,000 to a gun seller in Akron, Ohio; and \$50,000 to a doctor in South Dakota. Joseph Imbrogno of Mechanicsburg, Pa. claims he engaged Wilson in 1999 or 2000 to sell a \$40,000 Colt Walker that had been in his fiancée's family for 80 years, a gun believed to have been with the famed Texas Ranger, Samuel Walker, in Mexico. He never saw the gun (or the money) again. "I tell everyone who will listen that Wilson is a thief," he says.

The National Cowboy & Western Heritage Museum in Oklahoma City in 2000 gave Wilson 100 guns to sell. After his bankruptcy, only 37 were accounted for. Still the museum's curator Richard Rattenbury defends Wilson: "The situation with us was disappointing, but there's no doubt he's always been honest with me."

Suspicious about Wilson first surfaced in the late 1970s and early 1980s when he was working as a pro bono adviser to the Colt Firearms Collection at the Museum of Connecticut History. Wilson arranged a series of five trades with the museum, including one in which he swapped a double-barreled Colt rifle that he bought for \$15,000 to the museum for nine other guns, six of which he soon sold for \$44,000. In another trade Wilson gave seven guns worth \$43,000 to the museum in return for 16 guns he would later value at \$84,000.

After an 18-month investigation, then state attorney general Joseph Lieberman filed a report to Connecticut governor William O'Neill in 1988. Given the wide-ranging values by different appraisers of items moving in and out of the museum, Lieberman could not prove that a crime had been committed. Wilson says his profits were the result of "dumb luck" and "a typical markup" over the years since he owned the guns. Current museum president Dean Nelson tracked the guns in later deals and is convinced Wilson profited handsomely. In 2004, he says, the fbi in Louisville, Ky. asked for those records.

None of this, apparently, was known to Owsley Brown Frazier when he started to build a vast gun collection in 1997. The 71-year-old former vice chairman of Brown-Forman, makers of Jack Daniel's whiskey, among other brands, turned first to Michael Salisbury, a relative unknown in gun collecting circles who had met Frazier through a mutual friend. For the next five years Salisbury, acting on Frazier's behalf, bought hundreds of guns, including 19th-century Colts and Winchesters. In late 2000 Salisbury tapped Wilson to appraise the budding collection. Wilson flew to Louisville, met Frazier and was quickly brought into the fold. Frazier had 46 guns at the time, and Wilson signed off on a \$5.5 million appraisal, almost twice what Frazier had paid.

By the middle of 2001 Frazier was committed to the idea of building a gun museum and charged Salisbury with building a "world class" collection. Court documents say Salisbury bought more than 400 guns in 16 months. Meanwhile, Wilson made many trips to Louisville to advise on acquisitions and plans for the museum. He introduced Frazier to the head of the British Royal Armouries—the U.K. museum dedicated to arms and armor; now, thanks to Wilson, the third floor of Frazier's museum contains the Royal Armouries' only U.S. outpost. He persuaded Frazier to spend \$300,000 to support research on a history of women and firearms, *Silk and Steel* (Random House, 2003).

Page: 1 2 Next >

More On This Topic

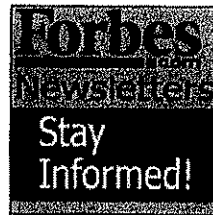
Companies: WFC

E-Mail Newsletters: Sign Up Now To Stay Informed On A Range Of Topics

Attaché: Customize Forbes.com Now To Track This Author And Industry

Article Controls

E-mail | Print | Comments | Request Reprints | E-Mail Newsletters | My Yahoo! | RSS



Special Advertising

Wine Club

Go

AFFIDAVIT OF SERVICE

STATE OF NEW YORK)

: ss.:

COUNTY OF NASSAU)

I, KARLEEN TISCHLER, being duly sworn, states as follows: I am employed in the County of Nassau, State of New York by Arnold L. Kert PLLC. I am over 18 years of age and not a party to the action. My business address is 666 Old Country Road, Garden City, New York 11530.

On November 19, 2007 I served the following documents:

NOTICE OF MOTION PURSUANT TO RULE 12 (B)(6) AND RULE 11 OF THE FRCP
TO DISMISS PLAINTIFF'S COMPLAINT

by depositing a true copy thereof enclosed in a post-paid wrapper, in an official depository under the exclusive care and custody of the U.S. Postal Service within New York State, addressed to:

Gavin P. Lentz, Esq.
Bochetto & Lentz, P.C.
1524 Locust Street
Philadelphia, PA 19102


KARLEEN TISCHLER

Sworn to before me this
19th day of November, 2007.


Notary Public

SANDRA R. COHEN
Notary Public, State of New York
No. 52-4505353
Qualified in Suffolk County
Commission Expires May 31, 2011

Case 1:07-cv-08496-DCF Document 8 Filed 11/29/2007 Page 40 of 40

Case No. 07-CV-8496

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MARTIN LANE HISTORIC AMERICANA

Plaintiffs,

-against-

WILLIAM EBY

Defendants.

NOTICE OF MOTION

ARNOLD L. KERT PLLC
ATTORNEY AT LAW
ATTORNEYS FOR DEFENDANT
666 OLD COUNTRY ROAD, SUITE 301
GARDEN CITY, NEW YORK 11530
TEL: (516) 222-1860 - FAX: (516) 222-1713

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Dated: _____

Signature: _____

Print Signer's Name: ARNOLD L. KERT

Service of a copy of the within

is hereby admitted

Dated: _____

Attorney(s) for

PLEASE TAKE NOTICE

Notice of Entry

() that the within is a certified copy of a _____ entered in the office of
the clerk of the within named Court on _____

Notice of Settlement

() that an Order of which the within is a true copy will be presented for
settlement to the Hon. _____ one of the judges of the within
named Court, at
on _____ 20____ at _____

Dated: _____

ARNOLD L. KERT PLLC
666 OLD COUNTRY ROAD
GARDEN CITY, NEW YORK 11530
Tel: (516) 222-1860

EXHIBIT “D”

AFFIDAVIT OF WILLIAM EBY

STATE OF MARYLAND)
 Anne) ss:
COUNTY OF *Anne Arundel*)

WILLIAM EBY, being duly sworn, hereby states as follows:

1. I am over the age of eighteen and believe in the obligation of an oath.

2. According to details recounted to me by my father, my grandfather purchased a cased Texas Paterson (the "Paterson") serial number 141, from Francis Bannerman prior to World War I.

3. In 1997, I decided to sell the Texas Paterson to raise money for my children's education. After efforts to sell the Paterson on my own, I was put in touch with R. L. Wilson ("Wilson"). I consigned the Paterson to Wilson pursuant to a written agreement. The minimum price Wilson was to obtain for the Paterson was \$500,000. If Wilson realized a greater than \$500,000 value he was contractually obliged to pay me the difference minus his commission.

4. As part of my deal with Wilson, he was to obtain for me an ordinary Paterson in good condition. Wilson delayed producing this piece for some time but, after I pressured him to comply, he provided me with one to which he initially ascribed a value of \$200,000. I believed this value to be over-stated so Wilson conceded to settle the value of this piece at \$150,000. I recently learned that this piece was purchased by well-known dealer, Michael Zomber at auction at Butterfield's for \$88,000 including commission. Moreover, the piece provided to me by Wilson was originally part of a cased set which had been broken up for auction. I have recently been advised that this piece's present value is no more than \$90,000-\$125,000.

5. Wilson also made various cash payments and provided trade pieces to me from time to time which amounted to a combined value of \$93,000. Allowing Wilson a 15% commission against the purported \$500,000 sales price, I was still owed \$192,000. Despite my demands for payment, Wilson refused to pay the balance owing to me. In August 1999, I commenced a lawsuit against Wilson in Federal

District Court in Connecticut to recover the sum owed to me.

6. For several months following the commencement of the lawsuit Wilson continued to tell me he would satisfy his debt to me by providing me with trade pieces. On January 14, 2000, I drove from my home to Wilson's home in Hadlyme, CT to view some trade items. I selected a few items, but they were not of great value. After I pressed him to come up with more (and more valuable) trade pieces, he suggested we drive to a gallery owned by Martin Lane in New York City. He told me Lane had other pieces I could take in trade for settlement of Wilson's debt to me.

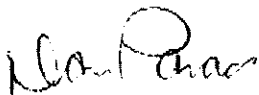
7. When we arrived at Lane's gallery, although there were some items of significant value displayed, none of these items were offered as consideration for settlement of my dispute with Wilson. Consequently, I selected several pieces from amongst other displayed items available in the gallery and sat down with Lane to negotiate the values to be ascribed to each. I felt the values Lane placed on the pieces were inflated, but I accepted them because I did not know if I would ever get anything else from Wilson to satisfy my claim. At Lane's and Wilson's request, I wrote, dated and signed a list of the items I received that day. The pieces I received that day included the following: one 1869 Thuer Navy Conversion Cased with all accessories; one 1871 open top Army Size Colt .44 Stetson; one 1849 Thuer 5" Pocket; and one 1873 Conversion Colt .cal 38 Nickel.

8. As I was leaving, Wilson said he was pressed for time because he had to go to the airport to pick up a very rare Colt. When I asked him what rare colt, Wilson said he was collecting a Colt Paterson.

9. I first attempted to sell the trade items provided by Wilson and Lane. Unable to sell them, I wound up trading them in turn for items valued at approximately 25%-35% of the value ascribed to them by Lane.


William Eby

Sworn to and subscribed before me
this 18th day of May 2001



My Comm. No. 112203

EXHIBIT “E”

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

**MARTIN LANE HISTORIC
AMERICANA,**

Plaintiff,

vs.

WILLIAM EBY,

Defendant.

)
)
)
)
)
)
)
)
)
)
)

No. 07-cv-8496

Hon. Judge Stein

**AFFIDAVIT OF
MARTIN LANE**

I, Martin Lane, being duly sworn, depose and say as follows:

1. As noted in the Complaint, I am the owner and proprietor of Martin Lane Historic Americana (MLHA) who is the Plaintiff in the above-captioned matter.
2. I have read the Affidavit of William Eby dated November 16, 2007 and the accompanying exhibits and his affidavit contains a number of false statements.
3. I have personal knowledge of the facts contained within this affidavit.
4. At no time have I ever considered Mr. Eby to be the lawful owner of the firearms and other valuables that he took from the premises of MLHA on January 14, 2000 as the consideration for the firearms that was promised was never tendered.
5. Mr. Wilson brought Mr. Eby to my museum where they reviewed certain artifacts to determine which ones they wanted. At the time these items were taken, I fully expected to receive compensation from Mr. Wilson. I relied on the national reputation of Mr. Wilson who Mr. Eby promised would make payment to me. Indeed, one of the main reasons a list was prepared was to assign values to the firearms so I knew what was due and owing me. In hindsight, I wish I had demanded payment or return of the items by a date certain.

6. Furthermore, the document which Mr. Eby attaches to his affidavit as "Exhibit C" does not contain my signature. He states this document constitutes an acknowledgment by me that "the aforementioned inventory of firearms was being transferred" to him. I have never seen this document before it was forwarded to me by my attorney a week ago and I certainly disagree with the significance that Mr. Eby assigns to it.

7. On January 14, 2000, the time when Mr. Eby took the firearms from the premises of MLHA, Mr. Wilson was not known to me as the "dishonest" man that Mr. Eby makes him out to be and I had no reason to suspect I would not be paid or, if not, that the items would not be returned. At that time, Wilson was considered the foremost expert in collectible antique firearms and I fully expected that MLHA and myself would be fairly compensated by Mr. Wilson. If Wilson failed to honor this payment promise, then I certainly expected Mr. Eby to either return or pay for the items; he has done neither. Mr. Wilson had written many nationally published books and was on staff at some of the largest museums in the world. (See copy of Mr. Wilson's letterhead which is "Exhibit A" to Mr. Eby's Affidavit.)

8. Moreover, while I acknowledge the existence of the March 31, 2000 consignment receipt that Mr. Eby has attached to his affidavit, this receipt was in no way intended to be an acknowledgment that Mr. Eby is "the owner of the subject firearms" as Mr. Eby states. Rather, this receipt merely reflects efforts I made on Mr. Eby's behalf to sell two of the firearms he had taken from MLHA about three months prior. If I had been successful in selling those firearms, either Mr. Wilson or Mr. Eby would have been obligated to remit that money to me.

9. Just as I expected payment from Mr. Wilson on Eby's behalf at times after January 14, 2000, I continued to expect payment from either or both of them on March 31, 2000 and indeed continue to expect either payment or return of the items taken. At present,

lawful title to the guns has never passed to Mr. Eby as the promised consideration was never paid. Before filing this lawsuit, I made a demand for return of the firearms and reminded Mr. Eby that I had never been paid for these items. He refused to return the items, leaving me with no choice but to file this lawsuit.

I hereby declare under penalty of perjury as prescribed in 28 U.S.C. § 1746 that the statements contained in the foregoing Affidavit are true and correct to the best of my knowledge, information and belief.


Martin Lane

Sworn to before me this
27TH day of NOVEMBER, 2007


Notary Public